

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-130
ANNUAL REQUIREMENTS FOR REMOVAL OF DEAD
ANIMALS FROM LANCASTER COUNTY ROADS

DATE:June 17,2004

CONTRACT PERIOD:July 1,2004 thru June 30,2007

CONTRACTOR: Industrial Services
6201 N. 70th
Lincoln, NE 68507

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative:Lori Knaub
Telephone No.:402/467-3581
FAX No.:402/467-3508
E-Mail Address:isidennis@isinebraska.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Est. Qty	Unit/ea	Unit Price (Monthly)	Total (x12 months/year
15	\$45.00	\$675.00	\$8,100.00
1	\$55.00	\$55.00	\$660.00
			\$8,760.00

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

Purchasing Copy

Original Contract to: Contractor
County Sheriff
County Clerk

C-04-0251
RECEIVED

JUN 10 2004

LANC COUNTY CLERK

CONTRACT

LANCASTER COUNTY

FOR

REMOVAL OF DEAD ANIMALS
FROM LANCASTER COUNTY ROADS

SPECIFICATION #04-130

CONTRACTOR: Industrial Services, Inc.,
Lincoln, NE

LANCASTER COUNTY

SERVICE AGREEMENT

THIS AGREEMENT, made this 15 day of June, 2004, by and between Industrial Services, Inc., 6201 N. 70th, Lincoln, NE 68507, hereinafter referred to as "Contractor", and LANCASTER COUNTY NE., a body corporate and politic, hereinafter referred to as "County".

WHEREAS, the County has full responsibility and control over the maintenance, repair and improvement of all County facilities, property and matters pertaining thereto; and

WHEREAS, from time to time the County's resources are insufficient to perform all necessary or desired maintenance, repair and/or improvement, it is then necessary to acquire additional resources for the purpose of performing the necessary or desired facility or property maintenance, repair and/or improvement.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform removal of dead animals from County roadway services for the Lancaster County.

NOW, THEREFORE, WITNESS that:

1. The contractor hereby agrees to perform removal and disposal of dead animals from County roadway services as hereinafter set forth beginning on or about July 1, 2004 and ending on or about June 30, 2007.
 - 1.1 The County may choose to offer three (3) each, one-year (1) renewal options;
 - 1.2 The renewal options shall be as three individual twelve (12) month terms; and
 - 1.3 It is understood they will be by mutual consent by both parties to this agreement;
 - 1.4 The three (3) one-year terms shall be from July 1 through June 30 of the next year for the following years: 1) 2007-8, 2) 2008-9, and 3) final 2009-10.
2. The Contractor shall be paid \$45.00 per regular collection and \$55.00 for special collections (over 250 lbs.) (as described in the bid specification #04-130 (**Attachment #1**) and the Contractor's offer (**Attachment #2**), and they are fully a part of the Contract as if attached hereto or repeated herein.
 - 2.1 Payment will not be made for time spent in travel to or from the collection site and/or the disposal site by the Contractor.
 - 2.3 Some of the work will need to be accomplished during the time period other than normal business hours (during evenings and weekends). All work will be at the collection rate listed above.
 - 2.4 The County agrees to pay no minimum or maximum amount; but rather will pay for service rendered on an as-needed basis, determined by only the County.
 - 2.5 Prices should remain **firm for the first three (3) year term**, and may be adjusted (within reason) annually for the three one-year renewal options.
3. In addition to the collection fee stated above (2.), the Contractor will bill the County for disposal of the carcass at the Bluff Road Landfill. Only the actual Landfill fee will be billed to the County, no mark-up will be added to the landfill charge.

- 3.1 The Contractor agrees to consolidate collection disposal at the Landfill whenever possible to minimize the disposal cost to the County.
- 3.2 At the present time, Landfill charges are \$ 17.00 Per ton; however, this fee may be reduced to a minimum of \$ 12.75 for small loads (less than one ton), if this occurs the County will pay only the reduced rate charged to this Contractor.
 - 3.2.1 If City Landfill rates change during the contract, the Contractor shall bill at the changed rate - no more.
4. The Contractor shall remove all carcasses within 24 hours maximum of verbal notification by the initial call placed by the Lancaster County Sheriff's Office.
5. Services performed by the Contractor shall be written down and submitted to the County Sheriff's Office for payment approval.
 - 5.1 Approved service rates will be submitted weekly for payment by the County.
 - 5.2 Progress on the project, both quality of work and the quantity completed, will be evaluated every ninety (90) days.
6. Contract may be cancelled with thirty (30) days written notice by the County, if the Contractor:
 - 6.1 Refuses or fails to supply enough properly skilled workers or proper materials;
 - 6.2 Fails to make payments to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor;
 - 6.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - 6.4 Otherwise commits a substantial breach of any provision of the Contract Document.
7. This Agreement may not be assigned by the Contractor without the written authorization of the County.
8. The Contractor shall be responsible for all tools, equipment, labor and cleanup require to perform the requested removal of dead animals from County roadways as described in the bid documents #04-130 (Attachment #1).
9. Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the County.
 - 9.1 The Contractor shall be responsible for providing qualified hauler(s), subject to County approval, for the purpose of executing this contract.
 - 9.2 If, for any reason, the County determines the proposed Contractor's employee(s) is/are unacceptable the Contractor shall not utilize the employee(s) in the performance of this contract.
 - 9.3 The contractor agrees to not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, disability, sex or political affiliation.
10. General Insurance Guidelines: The Contractor shall take out and maintain during the life of this contract the listed required insurance as per the following guidelines.

- 10.1 All Insurance shall be written on an "Occurrence" basis only.
- 10.2 Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage and list LANCASTER COUNTY as an additional insured.
 - 10.2.1 The certificate(s) must show the time and duration of the policy, including the policy's starting and ending date.
 - 10.2.2 The policy shall insure the County from any and all demands, claims, causes of action, either at law or in equity, resulting from the performance of dead animal removal services.
 - 10.2.3 The Contractor agrees to indemnify and save harmless the County from any and all demands, claims, causes of action, either by law or in equity arising out of performance of removal and disposal of dead animal carcasses services.
 - 10.2.4 All certificates provided are subject to approval by the County Attorney.
- 10.3 All insurance coverage are to be placed with insurers authorized to do business in the State of Nebr. and must have an A.M. Best Rating of no less than A:VII.
- 10.4 Such certificate(s) shall specifically state that insurance policies are to be endorsed to require insurer to provide LANCASTER COUNTY thirty days, notice of cancellation, non-renewal or any material reduction of coverage.

11. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in case of any work sublet, the Contractor shall require the Subcontractor similarly to provide for their employees.

- 11.1 State Statutory
- 11.2 Applicable Federal . . . Statutory
- 11.3 Employer's Liability . . \$100,000

12. General Liability Insurance: The Contractor shall take out and maintain during the life of this contract general liability insurance naming and protecting the County and Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The coverage shall be provided under a Commercial General Liability form of policy. Minimum acceptable limits:

- 12.1 Bodily Injury and Property Damage \$1,000,000 /Occurrence
\$2,000,000 Aggregate
- 12.2 Personal Injury Damage \$1,000,000/Occurrence
- 12.3 Products Liability & Completed Operations \$1,000,000/Occurrence
- 12.4 Contractual Liability \$1,000,000/Occurrence

13. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this contract Automobile Liability Insurance naming and protecting the County and Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. Minimum acceptable limits:

- 13.1 Bodily Injury and Property Damage \$1,000,000/Occurrence

Dated this 15 day of June, 2004.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA:

Kristy Mundt
(Deputy Lancaster County Attorney)

Ray A. Strong
(Chairperson, Board of Commissioners)

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Industrial Services Inc
Name of Corporation

ATTEST:

(SEAL)

Address

By:

Duly Authorized Official

CEO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name: _____

Address: _____

Signature: _____

SEALED BID SPECIFICATION NO. 04-130

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, May 19, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned, having full knowledge of the Lancaster County requirements for the listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the County as set forth in the following:

REMOVAL OF DEAD ANIMALS

BIDDING SCHEDULE

DESCRIPTION OF SERVICE	EST. QTY.	UNIT	UNIT \$	TOTAL \$
			(Monthly)	(x 12 months/year)
1. Regular collections	15 / mo.	X \$45. ⁰⁰ ea	= \$675. ⁰⁰	\$8100. ⁰⁰
2. Special collections	1 / mo.	X \$55. ⁰⁰ ea	= \$ 55. ⁰⁰	\$ 660. ⁰⁰

TOTAL ESTIMATED YEARLY PRICE: \$

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES ☒ NO (mileage would be much more)
If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-130**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

Industrial Services Inc.
COMPANY NAME

6201 N. 70th
STREET ADDRESS or P.O. BOX

Lincoln Ne. 68507
CITY, STATE ZIP CODE

402 467-3581
TELEPHONE NO.

402 467-3508
FAX NO.

Email: isidennis@isinebraska.com

Hori Kraub
BY (Signature)

Hori Kraub
(Print Name)

Sec. Tres.
(Title)

5/18/04
(Date)

47-0522245
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID.